

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: November 16, 2005

Division: Engineering

Bulk Item: Yes ☐ No ☒

Department: Facilities Development

Staff Contact Person: Larry Chalmers

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**AGENDA ITEM WORDING:** Approval to waive procurement procedures due to an emergency and enter into an agreement with Currie Sowards Aguila Architects for professional services on the Freeman Justice Center project.

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**ITEM BACKGROUND:** Monroe County terminated Gonzalez Architects as Architect of Record on 10/12/05. Currie Sowards Aguila Architects (CSA) will take over and perform Construction Administration Services. CSA is the same firm that was selected to provide A/E services for the Upper Keys Government Center. That process followed the Consultant Competitive Negotiation Act (CCNA) as specified in F.S. 287.055. An emergency exists because any delay will shut down construction and cause financial hardship to the County.

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**PREVIOUS RELEVANT BOCC ACTION:** On 10/12/05, BOCC approved termination of Gonzalez Architects.

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**CONTRACT/AGREEMENT CHANGES:** Replace Gonzalez Architects with the firm of Currie Sowards Aguila Architects.

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**STAFF RECOMMENDATIONS:** Approval as stated above.

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**TOTAL COST:** Not to exceed \$200,000.00  
On a time and materials basis

**BUDGETED:** Yes ☒ No ☐

**COST TO COUNTY:** Not to exceed \$200,000.00- **SOURCE OF FUNDS:** 304-24000-CG9813-560-530  
1 cent infrastructure sales tax)

**REVENUE PRODUCING:** Yes ☐ No ☐ **AMOUNT PER MONTH**  **Year**

**APPROVED BY:** County Atty ☐ OMB/Purchasing ☐ Risk Management ☐

**DIVISION DIRECTOR APPROVAL:**

  
David S. Koppel, PE, County Engineer

**DOCUMENTATION:** Included ☒ Not Required ☐

**DISPOSITION:**

**AGENDA ITEM #**

# CURRIE • SOWARDS • AGUILA • ARCHITECTS

Robert G. Currie, AIA

Jess M. Sowards, AIA

José N. Aguila, AIA

October 17, 2005


Mr. Larry Chalmers  
Construction Management  
Monroe County Engineering Division  
1100 Simonton Street  
Key West, Florida 33040

**Project. Freeman Justice Center**  
**Project No. 050905**

Dear Larry:

MONROE COUNTY  
CONSTRUCTION MANAGEMENT

OCT 18 2005

TIME  
RECEIVED BY: 

ROUTING

<input checked="" type="checkbox"/>	Alan	<input checked="" type="checkbox"/>	copy
<input checked="" type="checkbox"/>	Larry	<input checked="" type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	

Attached please find two copies of our proposed Limited Services Agreement for the Freeman Judicial Center Project. As per your request, Monroe County has approved a termination of contract with Gonzalez Architects and have therefore requested the Currie Sowards Aguila Architects assist the contractor and Monroe County in administering the construction of the project already under construction.

We have sent a letter to Gonzalez Architects acknowledging this fact and have assured them that we have no interest or intent of assuming their design as our work product, we are merely assisting in responding to questions and providing assistance when the documents are vague or otherwise fail to provide sufficient information for construction. We have further offered that we would copy them on any changes required to the project.

As you know, we are more than willing to assist you and the County in this effort but remain weary as to any potential liability that may fall upon us as a result of this assistance. We would like to have your assurance that Monroe County will make every effort to indemnify and hold our firm harmless in the event of any dispute or third party claim that may arise. We are willing to take responsibility for any services we provide, but are concerned from any negative ramifications as a consequence of the work by the previous architect.

Please review the proposal agreements and if agreeable return one executed copy as soon as possible. Please feel free to contact me if you have any questions.

Sincerely,

CURRIE SOWARDS AGUILA ARCHITECTS



Jose Aguila, AIA  
Principal



# CURRIE • SOWARDS • AGUILA • ARCHITECTS

Robert G. Currie, AIA

Jess M. Sowards, AIA

José N. Aguila, AIA

## AGREEMENT FOR LIMITED PROFESSIONAL SERVICES

MONROE COUNTY  
CONSTRUCTION MANAGEMENT

October 17, 2005

OCT 18 2005

TIME  
RECEIVED BY

@

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Attention Mr. Larry Chalmers

Construction Management

Monroe County Engineering Division

1100 Simonton Street

Key West, Florida 33040

**Project. Freeman Justice Center**

**Project No. 050905**

This confirms your request for the CURRIE SOWARDS AGUILA ARCHITECTS (the Architect) to provide professional architectural services for the above referenced Project as detailed herein for MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (The Client) for Construction Administration Services required for the completion of the Freeman Justice Center Project located at the corner of Fleming Street and Thomas Street in Key West, Florida.

### ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

- 1.1 The services generally consist of assisting the general contractor – The Tower Group – in responses to questions and resolution of apparent discrepancies in the contract documents as prepared by Gonzalez Architects. In addition, we will provide alternative solutions as requested by the general contractor and the Client to better suit the needs of the end user.
- 1.2 The services are anticipated to include the following elements:
  - A. Construction administration services to include responses to Request for Information (RFI) by the contractor, attendance at weekly site meetings, review of shop drawings and submittals, and review of application for payments.
  - B. The Architect will assist the Client as requested for possible modifications to the original construction document and provide revised construction documents as needed for implementation.
  - C. Upon completion of construction, the Architect will perform a close-out review of the project for determination of substantial and final completion.
  - D. If requested by the Owner, we will procure the services of a landscape architect and/or a civil engineer to further expand on the information already provided.

FORMERLY ROBERT G. CURRIE PARTNERSHIP, INC. • AIA FLORIDA FIRM OF THE YEAR 2000  
134 Northeast First Avenue • Delray Beach, Florida 33444 • 561-276-4951 • Fax: 561-243-8184 • AA0002271  
www.curriearc.com



## ARTICLE 2 - FEES

- 2.1 Professional services will be performed at the firm's **standard hourly rates** with a not-to-exceed amount of **Two Hundred Thousand Dollars (\$200,000.00) and No Cents**. Hourly rates are listed as follows:

•	Principal Architect	\$ 175.00
•	Project Architect	\$ 150.00
•	Project Manager	\$ 125.00
•	CADD Technician	\$ 80.00
•	Support Staff	\$ 45.00

- 2.2 Direct project expenses (reimbursable expenses) are included in the compensation described in Article 2.1 above and include – but are not limited to – actual expenditures made by the Architect or its consultants in the interest of the Project as follows:

- A. Reproductions at cost plus ten (10%) percent
- B. In-house black and white plotting at the rate of \$8.00 per sheet
- C. In-house color plotting at the rate of \$36.00 per sheet
- D. Mail, shipping and courier service at cost plus ten (10%) percent
- E. Automobile travel when traveling beyond 50 miles of the Architect's office, at the rate of \$0.40 per mile, plus tolls if applicable.
- F. Travel expenses (estimated at one flight from Fort Lauderdale to Key West) per week.

## ARTICLE 3 - MISCELLANEOUS


- 3.1 In consideration of the risks and rewards involved in this project, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Architect and his Consultants from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultant employed by the Client on this project and from any claims of copyright or patent infringement by the Consultant arising from the use of any documents prepared or provided by the Client or any prior Consultant of the Client's. The Client warrants that any documents provided to the Architect by the Client or by a representative of the Client, of the prior Consultant may be relied upon as to their accuracy and completeness without independent investigation by the supplanting Architect or Consultant and that the Client has the right to provide such documents to the supplanting Consultant free of any claims of copyright or patent infringement or violation of any other party's or intellectual property.



3.2 Payment on account of the Architect's services, as well as any direct project expenses, shall be made within thirty (30) days of invoice date for services rendered and/or expenses incurred. Payments due the Architect and unpaid past forty-five (45) days shall bear interest at the rate of 1 ½ percent per month for any unpaid portions of the work.

This Agreement entered into as to the date and year first written above.

\_\_\_\_\_  
OWNER (Signature)

  
\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
(Printed name and title)

Robert G. Currie, Principal  
\_\_\_\_\_  
(Printed name and title)

